

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 17, 2012

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Gerald Barksdale, James W. "Bill" Latimer, and Bill Daws.
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Gerald Barksdale and seconded by Gary Daly to approve the minutes of August 6 & 15, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Bill Daws to approve the following claims

8/03/12	Check # 20598 - 20639	\$330,965.92
8/10/12	Check # 20640 - 20701	<u>\$560,913.24</u>
	TOTAL	\$891,879.16

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to authorize the Chairman to execute the following proclamation.

Limestone County Commission Athens, Alabama

Proclamation Limestone County Restaurant Week

Whereas, 2012 is the Year of Alabama Food, and

Whereas, Athens-Limestone County Tourism Association (ALCTA) is including the Year of Alabama Foods into their Twenty-Twelve: Trails, Tales, and Taters promotion, and

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***Whereas**, local restaurants are asked to participate in Limestone County Restaurant Week August 26 – September 4, 2012 by submitting one dish or special to be highlighted on the ALCTA Chords, Columns, and Comfort Blog, and*

***Whereas**, restaurants are encouraged to highlight Alabama produce, meats, cheeses in their dishes or specials, and*

***Whereas**, ALCTA will promote participating restaurants by displaying restaurant coupons on their websites and social media, and*

***Whereas**, Limestone County Restaurant Week should bring tourist and visitors to the county to enjoy our delicious meals and return in the future.*

***Now therefore**, I, Stanley Menefee, Chairman Limestone County Commission do hereby proclaim the week of August 26 – September 4, 2012 as*

Limestone County Restaurant Week

in Limestone County, Alabama.

Signed: _____
Stanley Menefee, Chairman
Limestone County Commission

Dated: August 17, 2012

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Bill Daws to approve a grant agreement (Project # 3-01-0024-021-2012) for Pryor Field Airport Authority to crack seal runway, crack seal taxiway, and update Pryor Regional's Airport Layout Plan, in the amount of \$132,759.00 at no cost to the County. Retroactive August 8, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Gary Daly to authorize the Chairman to execute a contract with the Alabama Department of Environmental Management to extend the completion of the scrap tire recycling program from September 30, 2012 to September 30, 2014 or until \$100,000.00 is expended.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Bill Daws to authorize the Chairman to execute a contract for a Court Referral Officer between the Administrative Director of Courts and the Limestone County Commission; County to be reimbursed \$39,048.00 for Court Referral Officer salaries, retroactive to August 10, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Gerald Barksdale to approve the following lease agreement for an Elkmont Community Safe Room.

STATE OF ALABAMA COUNTY OF LIMESTONE

LEASE AGREEMENT

This Lease Agreement is made and entered into this the 17th day of August 2012, by and between ELKMONT COMMUNITY SAFE ROOM (hereinafter referred to as "Lessor"), and THE LIMESTONE COUNTY COMMISSION, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessee").

WITNESSETH:

That for and in consideration of the covenants and conditions herein contained to be kept, performed, and observed by Lessee and Lessor, the Lessor hereby leases to Lessee, and Lessee does hereby accept from Lessor, for the term herein specified, that property located at 19667 Sandlin Road, Elkmont, AL 35620, which property shall hereinafter be referred to collectively as "the Leased Premises", which leased premises are hereby leased to Lessee for the purposes of construction of a community storm shelter (hereinafter sometimes referred to as the "Community Safe Room" or "Safe Room").

For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for a term of thirty (30) years commencing the 17th day of August, 2012.
2. This lease may be renewed at the option of Lessee for additional five (5) year terms upon notification by Lessee to Lessor.
3. Should Lessor desire to sell the Leased Premises, then, in such event, Lessee shall have a first right of refusal to purchase said property and premises. Lessor shall notify Lessee in writing of its intent to sell said property and surrounding

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premises. Lessee shall have sixty (60) days upon receipt of notice from Lessor to notify Lessor of its intent to purchase said property and premises, the purchase price for which shall be its reasonably appraised market value.

4. The Leased Premises shall be used by Lessor and Lessee as a Community Safe Room.

5. The Community Safe Room shall be built and/or retrofitted according to FEMA 361 specifications, which costs of construction shall be the obligation of Lessee. The Lessor shall not be responsible for any construction costs.

6. The Community Safe Room shall be open to the public for use as a Community Safe Room and Storm Shelter and shall be identified and advertised as such.

7. The maintenance and operation of the Community Safe Room shall be the responsibility of Lessor. The Community Safe Room shall be operated and maintained in accordance with the Community Safe Room Operations Plans attached hereto as "Exhibit A" and Maintenance Agreement attached hereto as "Exhibit B". The Community Safe Room Operations Plan and Maintenance Agreement shall be executed by Lessor as part of this Agreement and for submission with any grant application.

8. The Lessor shall appoint appropriate individuals for the position of site coordinator, assistant site coordinator, equipment manager, signage manager, notification manager, and field manager, which person shall perform in those duties of each position as set forth in the Community Safe Room Operations Plan.

9. Nothing in this agreement shall prohibit Lessor and Lessee from further agreeing for the responsibilities and obligations in the Community Safe Room Operations Plan and/or Maintenance Agreement to be shared and/or assigned and assumed by Lessee from Lessor. Similarly, nothing herein shall prohibit the parties from providing access to the Community Safe Room to any State or Local Emergency Management Agency.

10. Lessee shall have the right to maintain fire insurance and loss coverage on the Community Safe Room structure and any other such improvements constructed by Lessee.

11. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.

12. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.

13. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.

14. Appropriate signage will be provided by Lessee to identify the Community Safe Room at no cost to the Lessor.

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15. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without written consent of Lessor.

16. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.

17. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

18. This Lease Agreement may be terminated by Lessee upon giving thirty days (3) notice to Lessor.

19. This Lease Agreement shall further be subject to Lessee's receipt of grant funding for the construction of any Community Safe Room contemplated herein. By signing this Lease Agreement Lessor acknowledges that the receipt of grant funding is a condition of this Lease Agreement and Lessor hereby agrees that should Lessee be unable to receive the aforesaid grant funding then, in addition to any other grounds or rights for termination, Lessee shall have the right to terminate this Lease Agreement effective immediately.

20. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

21. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

22.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to renew the Pitney Bowes Global Financial Service Agreement for rent of (2) DM400C Digital Mail Meter Systems at a quarterly amount of \$378.00 for each machine.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by James W. "Bill" Latimer to accept a grant award from the Alabama Senior Transportation Program in the amount of \$95,730 for (2) 15 passenger Modified Vans; Federal share \$76,584.00, County match \$19,146.00.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to table approval of lease agreements for the L & S Properties.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to suspend the Rules of Order to add a Civil Engineer Contract to the agenda.

The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gerald Barksdale and seconded by Gary Daly to authorize the Chairman to execute a contract with Dunivant Engineering for the library renovation project for the parking lot and exterior issues, not to exceed \$35,000.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2400	Printing - Pistol Permits (Sheriff's Dept.)	Currie Systems	\$379.50
2401	Gasoline & Diesel (Sept. 1, 2012 - Nov. 30, 2012)	Campbell & Ward Petroleum	.20 Gallon

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Gerald Barksdale to approve Family Medical Leave for Tracy Tyler, beginning August 10, 2012 and ending September 7, 2012.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to promote Jonathan Bates to Equipment Operator II in District 4.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Jonathan Bates	Equipment Operator I	8/01/12
Teresa Hartzog	Appraisal Clerk	8/03/12
Christie Partridge	Chief Clerk	8/24/12
Brian Townsend	Equipment Operator III	8/21/12

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to approve the following speed limit:

Road Name	District	Location	Miles Per Hour
Poff Lane	4	Between Sewell & Cross Key Roads	35

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

MOTION was made by Bill Daws and seconded by James W. "Bill" Latimer to approve to pay monthly rent of \$1,000 and utilities for the Family Resource Center for FY 12 - 13.

Chairman Menefee stated that in the position he holds, I have to be responsible to the citizens of Limestone County. I appreciate you taking my advice and meeting with Senator Holtzclaw about additional funding for the Family Resource Center. The legislative delegation of Limestone County has always been good to disburse funding from the TVA in-lieu of taxes that goes to the legislative delegation. I am going to leave

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it to the Commission to decide whether to appropriate the funds before the budget is adopted. Chairman Menefee asked Sarah Chadwell, Director of the Family Resource Center about fund raisers to support the FRC. He said, "to my knowledge, we don't pay rent for any other 501c3 organization".

Sarah Chadwell stated that fund raisers take time, energy and organization. She stated that the FRC was not a 501c3 for business, but a community agency to serve.

Commissioner Daly stated that he was not going to vote to give the FRC the money today; however, he would vote for the appropriation at the time the budget is adopted at the end of September.

Commissioner Barksdale stated that he agrees with Mr. Menefee and Mr. Daly, but he doesn't want to see the FRC lose its grants.

Sarah Chadwell said that she respectfully and graciously asks the Commission for its support.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, abstain; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries.

Chairman Menefee stated that he visited the Limestone County Farmer's Market this morning and there were thirteen vendors there and that all the produce looked great.

Recessed at 10:44 a.m. until 10:00 a.m. on Wednesday, August 29, 2012, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.